

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E-MILES, INC.		05/17/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., Administrative Agent		
Street Address:	2200 Ross Avenue, 8th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2946287	MILES FOR MINUTES	
CORRESPONDENCE DATA			
Fax Number:	(214)661-4691		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214-953-6691		
Email:	b.k.drinkwater@bakerbotts.com		
Correspondent Name:	B.K. Drinkwater, c/o Baker Botts L.L.P.		
Address Line 1:	2001 Ross Avenue, Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	002642.2431		
NAME OF SUBMITTER:	B.K. Drinkwater		
Signature:	/B.K. Drinkwater/		
Date:	05/18/2011		

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**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

May 17, 2011

Pursuant to a Pledge and Security Agreement (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), dated as of October 22, 2009, e-Miles, Inc., a Delaware corporation ("Grantor"), whose address is 5800 Tennyson Parkway, Suite 600, Plano, Texas 75024, hereby grants and assigns to JPMorgan Chase Bank, N.A. as Administrative Agent, whose address is 2200 Ross Avenue, 8th Floor, Dallas, Texas 75201, Attention of Vicount Cornwall, a continuing security interest in and a continuing lien upon all of its right, title and interest in and to the following, whether now owned or hereafter acquired:

(a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; all renewals of any of the foregoing; all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including damages or payments for past or future infringements for any of the foregoing; the right to sue for past, present, and future infringements of any of the foregoing and all rights corresponding to any of the foregoing throughout the world, including without limitation, the foregoing as set forth on Exhibit A;

(b) any and all patents and patent applications; all inventions and improvements described and claimed therein; all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including damages and payments for past and future infringements thereof; all rights to sue for past, present, and future infringements thereof and all rights corresponding to any of the foregoing throughout the world, including without limitation, the foregoing as set forth on Exhibit B; and

(c) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; all licenses of the foregoing, whether as licensee or licensor; all renewals of the foregoing; all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof; all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing and all rights corresponding to any of the foregoing throughout the world, including without limitation, the foregoing as set forth on Exhibit C.

The Administrative Agent's security interest in such copyrights, patents, trademarks, service marks and registrations, applications for registration thereof can be terminated only in accordance with the terms of the Security Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned has executed this Intellectual Property Security Agreement as of the date first above written.

E-MILES, INC.

GB By:

Name:

Title:

**EXHIBIT A**

**Copyrights and Copyright Applications**

None.

**EXHIBIT B**

**Patents and Patent Applications**

None.

**EXHIBIT C**

Trademarks and Trademark Applications

<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>	<b><u>Description</u></b>	<b><u>Application Date</u></b>	<b><u>Country</u></b>
MILES FOR MINUTES	2946287	Promoting the goods and services of others through a consumer loyalty marketing program offering rewards, namely, frequent traveler program miles as an incentive for consumers supplying research information in person through interactive media	May 3, 2005	USA